

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Tracy J. Cederfeldt

(b) County of Residence of First Listed Plaintiff Ridley Park, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

J. Stephen Woodside, One Belmont Ave., GSB Building,
Suite 324, Bala Cynwyd, PA 19004 - 610-278-2442

DEFENDANTS

Frontier Airlines - Citizen of Colorado;
Christine Kreiss - Citizen of New JerseyCounty of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED

Attorneys (If Known)

Paul C. Lantis, Littler Mendelson, 3 Parkway, 1601 Cherry
St., Ste, 1400, Phila., PA 19102 - 267-402-3000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332 (a)(1), 1441, 1446

Brief description of cause:

Defamation and Tortious Interference

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

February 16, 2021

SIGNATURE OF ATTORNEY OF RECORD

/s/ Paul C. Lantis

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 306 Buse Street, Ridley Park, PA 19078

Address of Defendant: 41 Stanhope Road, Marmora, NJ 08223

Place of Accident, Incident or Transaction: Philadelphia, PA


RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 02/16/2021  309240
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
☐ 2. FELA
☐ 3. Jones Act-Personal Injury
☐ 4. Antitrust
☐ 5. Patent
☐ 6. Labor-Management Relations
☐ 7. Civil Rights
☐ 8. Habeas Corpus
☐ 9. Securities Act(s) Cases
☐ 10. Social Security Review Cases
☐ 11. All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
☐ 2. Airplane Personal Injury
☒ 3. Assault, Defamation
☐ 4. Marine Personal Injury
☐ 5. Motor Vehicle Personal Injury
☐ 6. Other Personal Injury (Please specify) _____
☐ 7. Products Liability
☐ 8. Products Liability – Asbestos
☐ 9. All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Paul C. Lantis, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 02/16/2021  309240
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

3. On February 12, 2021,¹ counsel for Ms. Cederfeldt provided an Acknowledgment of Service for Ms. Kreiss on Paul C. Lantis, Esq., which was returned the same day.² The February 11, 2021 acknowledgment of service is attached as Exhibit B.

4. The Complaint alleges the following claims: (i) defamation – slander and (ii) tortious interference with contractual relations.

5. Pursuant to 28 U.S.C. § 1446(a), the attached exhibits constitute all process, pleadings and orders served upon Ms. Kreiss or filed or received in this action by Ms. Kreiss.

II. VENUE

6. Because the Court of Common Pleas of Philadelphia County lies in the Eastern District of Pennsylvania, this Court is the appropriate venue for removal. *See* 28 U.S.C. §§ 118(a) and 1441(a).

III. DIVERSITY JURISDICTION EXISTS UNDER 28 U.S.C. § 1332(a)

7. Under 28 U.S.C. § 1332(a), federal courts have original jurisdiction over actions in which the matter in controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different states.

A. Diversity Of Citizenship Exists

8. For diversity purposes, an individual is a citizen of the state in which he or she is domiciled with the intent to remain. *Swiger v. Allegheny Energy, Inc.*, 540 F.3d 179, 182 (3d Cir. 2008). To be domiciled in a state, a person must reside there and intend to remain

¹ Though the Acknowledgment of Service is dated February 11, it was sent by Ms. Cederfeldt's counsel via e-mail on February 12.

² Ms. Cederfeldt filed an affidavit of service for Ms. Kreiss indicating that service was made on December 28, 2020. This attempt at service was improper, however, because the attempt was made on Frontier's registered agent, Corporation Service Company ("CSC"). *See* Affidavit of Service attached as Exhibit C. CSC was not authorized to accept service on behalf of Ms. Kreiss and it is neither her residence nor her office or usual place of business. *See* Pa. R.C. P. 402(a)(2).

indefinitely. *See Krasnov v. Dinan*, 465 F.2d 1298, 1300-01 (3d Cir. 1972). A person may only have one domicile, and thus, may be a citizen of only one state for diversity jurisdiction purposes. *See Williamson v. Osenton*, 232 U.S. 619, 625 (1914). Ms. Cederfeldt alleges that she is a citizen of the Commonwealth of Pennsylvania. Exhibit at ¶ 1. Accordingly, Ms. Cederfeldt is a citizen of the Commonwealth of Pennsylvania for purposes of diversity jurisdiction.

9. For purposes of diversity jurisdiction, a corporation is deemed to be a citizen of the state in which it was incorporated and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1). A corporation's principal place of business is its "nerve center" – the place "where a corporation's officers direct, control, and coordinate the corporation's activities." *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010).

10. Defendant Frontier is incorporated in the State of Colorado, and its principal place of business in Denver, Colorado. Accordingly, Frontier is a citizen of Colorado for diversity purposes. *See* 28 U.S.C. §§ 1332(a)(1), (c)(1).

11. Ms. Kreiss is a resident of Marmora, New Jersey. Accordingly, Ms. Kreiss is a citizen of New Jersey for diversity purposes. *See* 28 U.S.C. §§ 1332(a)(1), (c)(1).

12. Accordingly, there is complete diversity among the parties for purposes of removal.

B. The Amount In Controversy Exceeds \$75,000

13. Pursuant to 28 U.S.C. § 1446(c), Defendants need only establish by a preponderance of evidence that the amount in controversy exceeds the \$75,000 jurisdictional requirement.

14. Ms. Cederfeldt's Complaint alleges that she seeks in excess of \$50,000, and also states that, she seeks to recover monetary damages, compensatory damages, incidental and

consequential damages, damages for humiliation and emotional distress, loss-of-standing and reputation with one or more airline carriers and contractors at PHL and the aviation community at-large, prejudgment interest, liquidated damages, exemplary and/or punitive damages. *See* Exhibit A at WHEREFORE clauses.

15. Where removal is based on diversity of citizenship and the initial pleading seeks a money judgment but does not demand a specific sum, “the notice of removal may assert the amount in controversy,” and a removing defendant need only establish that it is more likely than not that the amount in controversy exceeds the jurisdictional minimum of \$75,000. *See* 28 U.S.C. § 1446(c)(2)(A).

16. For jurisdictional purposes, “determining the amount in controversy begins with a reading of the complaint filed in the state court.” *See Samuel-Bassett v. Kia Motors America, Inc.*, 357 F.3d 392, 398 (3d Cir. 2004). The court, however, does not merely accept a plaintiff’s contentions regarding the amount in controversy, but is required to analyze the legal claims to determine if a plaintiff’s actual monetary demands exceed the \$75,000 threshold. *Morgan v. Gay*, 471 F.3d 469, 474-75 (3d Cir. 2006).

17. In her Complaint, Ms. Cederfeldt alleges that because of Ms. Kreiss’s alleged defamatory statements, Ms. Cederfeldt “lost her \$45,000/year job at Menzies, the emoluments of the position and career advancement, and any chance of a career in aviation at PHL.” *See* Exhibit A at ¶¶ 85, 111.

18. Ms. Cederfeldt alleges that the job at Menzies was to begin on January 7, 2020. *See* Exhibit A at ¶ 35. Thus, as of the date of this filing, Ms. Cederfeldt’s alleged economic losses alone would be approximately \$48,750 based on the allegations in her Complaint.

19. Beyond the alleged economic damages, Ms. Cederfelt also seeks damages for “compensatory damages, incidental and consequential damages, damages for humiliation and emotional distress, loss-of-standing and reputation with one or more airline carriers and contractors at PHL and the aviation community-at-large, . . . liquidated damages, exemplary and/or punitive damages, and such other relief as the court deems just.” *See* Exhibit A at WHEREFORE clauses.

20. Although Defendants deny the validity and merit of Ms. Cederfeldt’s claims and allegations, and deny that Ms. Cederfeldt is entitled to any relief, Ms. Cederfeldt’s requests for recovery of economic losses (already in excess of \$48,000 and continuing based on her allegations), humiliation and emotional distress, loss of reputation, along with liquidated, incidental, consequential and punitive damages demonstrates an amount in controversy in excess of the jurisdictional minimum of \$75,000, exclusive of interest and costs.

21. Based on the foregoing and taking into consideration Ms. Cederfeldt’s claims for economic losses, humiliation and emotional distress, loss of reputation, along with liquidated, incidental, consequential and punitive damages, and her other claims, the amount in controversy for Ms. Cederfeldt’s claims exceeds \$75,000. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C. § 1332(a).

IV. COMPLIANCE WITH PROCEDURAL REQUIREMENTS

22. This Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b), as it is being filed on February 16, 2021, which is within thirty days of service of the Complaint on the last served defendant, Ms. Kreiss.³

³ “The date of service on the last-served defendant is critical because ‘the last-served defendant may remove within thirty (30) days of service, and other defendants may consent to the later-served Defendant’s removal even if their own removal periods have expired.’” *Saviour v. S. William Stavropoulos, M.D.*, CIVIL ACTION No. 15-5362, at *7 (E.D. Pa. Nov. 5, 2015).

23. Frontier Airlines consents to the removal of this action.

24. In accordance with 28 U.S.C. § 1446(d), Ms. Kreiss has filed this Notice with this Court, is serving a copy of this Notice upon counsel for Ms. Cederfeldt, and is filing a copy of this Notice in the Court of Common Pleas of Philadelphia County.

25. Ms. Kreiss reserves the right to submit further evidence supporting this Notice should Ms. Cederfeldt move to remand.

V. CONCLUSION

WHEREFORE, having fulfilled all statutory requirements, Ms. Kreiss prays the instant action pending against her in the Court of Common Pleas of Philadelphia County, Pennsylvania, be removed to this Court and request that this Court assume full jurisdiction over this matter as provided by law.

Respectfully submitted,



Paul C. Lantis
Adama K. Wiltshire
Littler Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102.1321
267.402.3000 – telephone
267.402.3131 – facsimile
plantis@littler.com
awiltshire@littler.com

Attorneys for Defendants

FRONTIER AIRLINES, INC. and
CHRISTINE KREISS

Dated: February 16, 2021

EXHIBIT A

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Philadelphia

County

For Prothonotary Use Only:

Docket No:

Filed and Attested by the
Office of Judicial Records
04 MAY 2021 05:56 pm
2. STILLGRIFF

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Tracy J. Cederfeldt

Lead Defendant's Name:

Frontier Airlines, Inc.

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits
(check one) ☒ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: J. Stephen Woodside, Esquire Attorney ID No. 43811

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☒ Slander/Libel/ Defamation
☐ Other: _____

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other _____

- ☐ Employment Dispute:
 Discrimination
☐ Employment Dispute: Other _____

☐ Other: _____**CIVIL APPEALS**

- Administrative Agencies:
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other _____

- ☐ Zoning Board
☐ Other: _____

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other: _____

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other: _____

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other: _____

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional: _____

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

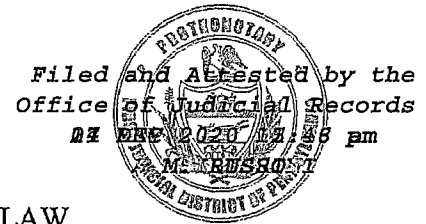
(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY



TRACY J. CEDERFELDT,	:	
	:	CIVIL ACTION - LAW
Plaintiff,	:	
	:	NO.
v.	:	
	:	JURY DEMAND
FRONTIER AIRLINES, INC.	:	
and	:	
CHRISTINE KREISS, an individual,	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.
You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197
AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

MAY 2020

000175

E-Filing Number: 2005003213

PLAINTIFF'S NAME
TRACY J. CEDERFELDTDEFENDANT'S NAME
FRONTIER AIRLINES, INC.PLAINTIFF'S ADDRESS
306 BUSE STREET
RIDLEY PARK PA 19078DEFENDANT'S ADDRESS
8500 ESSINGTON AVENUE TERMINAL E
PHILADELPHIA PA 19153

PLAINTIFF'S NAME

DEFENDANT'S NAME
CHRISTINE KREISS

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS
8500 ESSINGTON AVENUE TERMINAL E
PHILADELPHIA PA 19153

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

1

TOTAL NUMBER OF DEFENDANTS

2

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☐ \$50,000.00 or less☒ More than \$50,000.00

COURT PROGRAMS

☐ Arbitration☒ Jury☐ Non-Jury☐ Other:☐ Mass Tort☐ Savings Action☐ Petition☐ Commerce☐ Minor Court Appeal☐ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

2L - LIBEL, SLANDER, MISREPRESENT

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY

MAY 04 2020

A. SILIGRINI

IS CASE SUBJECT TO
COORDINATION ORDER?

YES

NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: TRACY J CEDERFELDT

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY

J STEPHEN. WOODSIDE

ADDRESS

J STEPHEN WOODSIDE PC
MERION STATION-111
CARMELLA COURT
KING OF PRUSSIA PA 190046

PHONE NUMBER

(610) 278-2442

FAX NUMBER

(610) 278-2644

SUPREME COURT IDENTIFICATION NO.

43811

E-MAIL ADDRESS

jstephenwoodside@verizon.net

SIGNATURE OF FILING ATTORNEY OR PARTY

J WOODSIDE

DATE SUBMITTED

Monday, May 04, 2020, 05:56 pm

J. STEPHEN WOODSIDE, P.C.
 By: J. Stephen Woodside, Esquire
 Attorney ID No. 43811
 One Belmont Avenue
 GSB Building - Suite 324
 Bala Cynwyd, PA 19004.
 (610) 278-2442

Attorney for plaintiff

TRACY J. CEDERFELDT,	:	
	:	COURT OF COMMON PLEAS
Plaintiff,	:	
	:	PHILADELPHIA COUNTY
v.	:	
	:	CIVIL ACTION - LAW
FRONTIER AIRLINES, INC.	:	
	:	NO.
and	:	
	:	JURY DEMAND
CHRISTINE KREISS, an individual,	:	
	:	
Defendants.	:	
	:	

COMPLAINT

THE PARTIES

1. Plaintiff, Tracy J. Cederfeldt is an adult individual and citizen of the Commonwealth of Pennsylvania, residing at 306 Buse Street, Ridley Park, Pennsylvania 19078.
2. Defendant, Frontier Airlines, Inc. ("Frontier") is a corporation having at all times relevant a place business and operational agency/department at Philadelphia International Airport ("PHL"), 8500 Essington Avenue (Terminal E), Philadelphia, Pennsylvania 19153.
3. At all times relevant and material, Frontier acted by and through its duly authorized officers, agents, servants and employees, who acted within the scope of their agency and/or authority and within the course of Frontier's business, mission and affairs.
4. Defendant, Christine Kreiss is an adult individual and citizen and/or resident of

the Commonwealth of Pennsylvania, having a business address at Frontier's offices at PHL, 8500 Essington Avenue (Terminal E), Philadelphia, Pennsylvania 19153.

5. At times relevant and material to this action, Kreiss acted within the scope of her agency and/or authority at Frontier and within the course of Frontier's business, mission and affairs.

6. At other times relevant and material, Kreiss from time to time acted beyond the scope of her agency and authority with Frontier as a vituperative, malcontent rogue on a personal mission to oust plaintiff from Frontier's PHL operations and other servicing contractors at PHL.

7. Frontier is an American ultra low-cost airline carrier headquartered in Denver Colorado, operating flights to over 100 destinations throughout the United States and 30 international destinations, employing more than 3,000 air-travel professionals.

8. With Denver as its hub, Frontier [IATA F9; FFT; Frontier Flight] maintains and operates aircraft at nearly a dozen major focus cities across the United States, including Philadelphia International Airport (PHL).

9. At PHL, Frontier operates through a number of independent contracting agents for aircraft services, operations, fuel and security, including World Wide Flight Services (WFS) which provides operational support for Frontier for its aircraft security, flight crews, ramp personnel and customer service.

10. At all times relevant, plaintiff was employed by WFS at PHL from September, 2018 through mid-afternoon January 6, 2020, the day before she was scheduled to start her new position with Menzies Aviation at PHL, as described below.

JURISDICTION

11. This court has subject matter jurisdiction over all causes of action pursuant to 42

Pa. C.S.A. §931.

12. Venue is proper in this county as to defendants pursuant to Rule 1006 of the Pennsylvania Rules of Civil Procedure, as the incident giving rise to the cause of action occurred in Philadelphia County, Pennsylvania.

FACTUAL BACKGROUND

Plaintiff's employment at World Wide Flight Services

13. Plaintiff began her employment with WFS in September, 2018, working in operations as Frontier's ground contractor providing services and support to Frontier flights and crews at PHL.

14. Plaintiff was tasked with core responsibilities at WFS to ensure Frontier had open gates, on-time departures, and ground-based resources Frontier pilots, flight attendants and ground crews (rampers, agents) needed to operate Frontier PHL flights smoothly.

15. Plaintiff at WFS developed a high level of aviation knowledge and expertise in Frontier operations and procedures, to the point where virtually the entire Frontier pilot group relied and trusted plaintiff daily to manage and deliver operational and safety excellence for the aircraft, their crews, and passengers.

16. WFS was challenged, even borderline chaotic, in its operational deliverables at peak flight times, creating systemic problems due to lack of WFS written protocols and training for core duties and assignments, and non-performing management.

17. Because WFS problems repeatedly affected Frontier flight operations, plaintiff took charge to suggest and even began drafting a ready reference tutorial (RRF) for WFS operations, benefiting both WFS and Frontier.

18. Plaintiff's WFS-proposed tutorial was encouraged by Frontier's Brad Lambert,

Vice-President Flight Operations, Denver, who emailed plaintiff: “[t]his is fantastic.”

19. In June, 2019, seeking to advance her aviation career, plaintiff applied for the general manager position for WFS at PHL.

20. Plaintiff’s professional goal was to obtain a position in aviation management utilizing her leadership skills to encourage and promote innovative ideas to advance WFS and/or other major airline carriers at PHL.

21. Frontier management, and most importantly Frontier pilots, supported and encouraged plaintiff in obtaining the WFS station manager position at PHL, and provided strong letters of recommendation.

22. In early January, 2020, plaintiff applied for Frontier’s Inflight Coordinator position at Trenton Mercer Airport (New Jersey); her application was again strongly supported with letters of recommendation from Frontier pilots.

23. In response to plaintiff’s proposed operations tutorial in 2019, Frontier management in Denver (Brad Lambert) inquired whether plaintiff had an interest in relocating to the Denver hub in a supervisory or operations manager role.

24. Plaintiff responded to Lambert she would re-locate to Denver, explaining she was personally invested in Frontier, striving for excellence for the Frontier experience.

25. Plaintiff’s desire to serve Frontier as a trainer for operations or other supervisory operations role was attested to by Frontier pilots’ personal recommendations throughout 2019, that plaintiff advance in operations management.

Plaintiff accepts the training position at Menzies Aviation at PHL

26. By November 2019, as Frontier was encouraging plaintiff to join Frontier in an operations management or training position, plaintiff was also pursuing opportunities in aviation

at PHL outside of WFS as they became available.

27. On December 23, 2019 plaintiff gave her two-weeks notice to resign from WFS, further requesting a transfer out of operations into a new position with WFS offering career advancement, in which case she would stay on.

28. On December 29, 2019, plaintiff sent her resume to Anne Monaghan, a human resources manager at Menzies Aviation at PHL, for several open positions at Menzies.

29. Plaintiff, who was well-known at PHL by major airlines and their contractors, was encouraged to send her resume to Menzies.

30. Menzies was the contract fueler at PHL for all airlines except American, operating out of Cargo City, beyond Terminal A, and Menzies needed a fuel training supervisor.

31. Plaintiff applied for training supervisor position at Menzies, which moved her away from WFS (Terminal E) and away from Frontier's PHL regional manager, Christine Kreiss.

32. Kreiss had long caused serious friction in plaintiff's work environment at WFS servicing Frontier's operations, harassing plaintiff and denigrating her ability to perform WFS duties for Frontier.

33. The training position at Menzies paid plaintiff nearly twice what WFS paid, and offered plaintiff a new supervisory position and career advancement in aviation.

34. Plaintiff interviewed with Menzies' general manager, Justin Halbsgut, on December 31, 2019 at the end of her work day.

35. Justin Halbsgut called plaintiff on January 2, 2020 and offered her the job as training supervisor with Menzies Aviation, to start January 7, 2020.

36. Plaintiff's last day of work at WFS was January 6, 2020 at 3:00 pm; she received no exit interview and no performance reviews.

37. Plaintiff turned in her SIDA badge to WFS, expecting to receive a new SIDA badge after she started at Menzies, and left work to start her new job at Menzies the next day.

Menzies rescinds the job offer based on false statements by Frontier to Menzies

38. Shortly before 3:00 pm on January 6, 2020, as plaintiff was leaving WFS' office, a Menzies' employee entered the WFS office where Christine Kreiss was also present.

39. Christine Kreiss was the regional manager for Frontier at PHL in charge of overseeing the Frontier contract with WFS during the time plaintiff worked at WFS.

40. Kreiss all during 2019 made plaintiff's WFS work environment intolerable and borderline hostile, a fact plaintiff legitimately complained about in her resignation letter.

41. Earlier in 2019, plaintiff asked to be moved out of operations into another WFS position, or that a new work schedule be assigned, to minimize contact with Kreiss but plaintiff was denied based on her superior operations skills.

42. Frontier and Christine Kreiss did not control or direct plaintiff's work at WFS, Kreiss did not set or control WFS policy, and plaintiff did not report to Kreiss or anyone above Kreiss at Frontier.

43. Plaintiff knew Christine Kreiss overheard plaintiff tell a Menzies employee on January 6, 2020 that she (plaintiff) was starting at Menzies PHL as a training supervisor on January 7, 2020.

44. The evening of January 6, 2020 at about 5:00 pm, plaintiff missed two phone calls, one from Justin Halbsgut and one from Anne Monaghan at Menzies Aviation.

45. Plaintiff called Justin Halbsgut back at 5:11 pm on January 6, 2010, and Halbsgut put Anne Monaghan on the call on a speaker phone.

46. Halbsgut told plaintiff that Kreiss called him that afternoon (January 6, 2020) and

reported that Kreiss said plaintiff's authorization to enter or work around Frontier aircraft "had been removed".

47. With Monaghan on the line, Justin Halbsgut said Christine Kreiss told him she was "just the messenger" and the decision about her authorization "came from Frontier".

48. Up to the last minute plaintiff worked at WFS on January 6, 2020, plaintiff's authorization to board or work around Frontier aircraft *had never been removed* - any statement by Christine Kreiss that it had was *false*.

49. During plaintiff's entire one and a half years at WFS, particularly during her two week notice period, plaintiff was never told or warned by WFS or Frontier that her authorization on Frontier aircraft had been "removed" or its status changed.

50. Kreiss saw plaintiff leave the WFS office the afternoon of January 6, 2020 and heard plaintiff say she was heading to the flight deck of a gated Frontier aircraft to say "goodbye" to Frontier pilots.

51. Christine Kreiss said nothing to plaintiff that her authorization to board or work around Frontier aircraft was "removed" or revoked.

52. Frontier said nothing to plaintiff about her authorization to board or work around Frontier aircraft being "removed" or revoked.

53. Kreiss' statement was false when made, and made recklessly and intentionally to cause preemptive, immediate rescission of plaintiff's employment at Menzies to start January 7, 2020.

54. In the January 6, 2020 call, Anne Monaghan told plaintiff Menzies could no longer offer her the job, since the position required plaintiff to work in and around Frontier aircraft, and the offer was rescinded.

55. The morning of January 7, 2020, plaintiff emailed Anne Monaghan at Menzies, Monaghan forwarded her email to Justin Halbsgut, and Halbsgut emailed plaintiff that as of January 6, 2020 at 5:15 pm, plaintiff had *no employment* with Menzies.

56. Justin Halbsgut confirmed Kriess' instructions that Menzies must "adhere to any requests from Christine Kreiss to prohibit [plaintiff] from being in the Frontier operation."

57. Halbsgut told plaintiff "at this point [his] hands were tied", because Kreiss is the station manager for Frontier at PHL and Frontier is Menzies' customer.

58. The morning of January 7, 2020, before plaintiff emailed Monaghan about their January 6, 2020 call, plaintiff called the Frontier safety 1-800 number in Denver.

59. Grant Gham (Frontier safety) took the call and plaintiff asked Gham if her authorization for Frontier aircraft was revoked.

60. Plaintiff told Gham that Menzies' manager Justin Halbsgut told her Christine Kreiss said her authorization to work on and around Frontier aircraft had been revoked.

61. Gham told plaintiff he had no information on her since she was not a Frontier employee, no reports had been made about plaintiff to Frontier in Denver, but he would call Christine Kreiss and look into it.

62. On January 10, 2020 Gham called plaintiff back after he was able to reach Christine Kreiss about the matter.

63. Kreiss told Gham plaintiff was "up at the gate talking about Frontier in a negative way and she had to pull [Tracy] off the Frontier contract with WFS" - *all false*.

64. No one at Frontier, including Christine Kreiss, ever told plaintiff she was pulled off the Frontier contract with WFS, and plaintiff never spoke negatively about Frontier or Kreiss at any gate at any time.

65. Kreiss' statements to Gham were false when made, and made recklessly and intentionally to cause and/or reinforce Menzies' rescission of plaintiff's new employment to start January 7, 2020.

66. Kreiss' statements to Gham were intentionally made to Frontier safety to cover Kreiss' earlier lie to Menzies about plaintiff's authorization to work around Frontier aircraft.

67. By January 6, 2020, plaintiff had applied for other positions at Frontier, and the pilots' group recommended "Frontier aggressively move to recruit and retain [plaintiff] as part of our [Frontier] team."

68. On January 10, 2020, plaintiff emailed Brad Lambert she was now unemployed because of Kreiss' and Frontier's false statements to Menzies, that she had a home, and family and children to support, and was stripped of her \$45,000/year job.

69. Lambert was apologetic to plaintiff, and emailed he was tied up with ALPA negotiations but would check with "HQ" and look into it.

70. Plaintiff never heard back from Brad Lambert, and nothing was done by anyone at Frontier to refute the false statements of Christine Kreiss and Frontier to Menzies.

COUNT I

Plaintiff

v.

Frontier Airlines, Inc. and Christine Kreiss

[Defamation - Slander]

71. Plaintiff incorporates by reference paragraphs 1 through 70, inclusive, as though the same were more fully set forth at length.

72. The statement by Christine Kreiss to Menzies Aviation that her authorization to board or work around Frontier aircraft was *false*; plaintiff's authorization to board and work around Frontier aircraft at PHL had never been "removed."

73. Kreiss knew her statement was false when made, and was made recklessly and intentionally to cause preemptive interruption and rescission of plaintiff's employment at Menzies to start January 7, 2020.

74. On January 10, 2020, Grant Gham at Frontier safety reported to plaintiff he spoke to Christine Kreiss about plaintiff's authorization on Frontier aircraft.

75. Kreiss told Gham plaintiff was "up at the gate talking about Frontier in a negative way and she had to pull plaintiff off the Frontier contract with WFS" - all *false*.

76. Kreiss knew her statements to Gham were false when made, and were made recklessly and intentionally to cause and/or reinforce Menzies' rescission of plaintiff's new employment to start January 7, 2020.

77. Kreiss' statements to Gham were made intentionally and recklessly to slander plaintiff, knowing they were false when made to cover her earlier false statements to Menzies about plaintiff's authorization to board and work around Frontier aircraft.

78. On January 6, 2020, Monaghan and Halbsgut told plaintiff Menzies could no longer offer her the job based on the statements made by Kreiss and Frontier, and Menzies' job offer was rescinded.

79. The slander to Menzies escalated from Halbsgut's statement that Menzies must "adhere to any requests from Christine Kreiss to prohibit [plaintiff] from being in the Frontier operation", because Frontier is Menzies' customer.

80. Christine Kreiss and Frontier Airlines had no privilege, excuse or justification to make, accede to and/or adopt any false statements about plaintiff or slander plaintiff to anyone at Menzies under any circumstances.

81. Christine Kreiss, acting as aforesaid, acted with actual and apparent authority of

Frontier towards Menzies as regards the Menzies contract for the Frontier PHL operation.

82. Frontier directed, adopted and/or acceded to Kreiss' false statements about plaintiff's aircraft authorization to Menzies.

83. Christine Kreiss, as Frontier's regional manager at PHL, intended and expected that Menzies would rely on her false statements about plaintiff, and Menzies in fact relied.

84. By so directing and/or acceding and adopting Kreiss' false statements about plaintiff, Frontier intended and expected Menzies would rely on the false statements.

85. As the result of the slander and false statements to Menzies, plaintiff was stripped of her \$45,000/year job at Menzies, the emoluments of the position and career advancement, and any chance of a career in aviation at PHL.

86. Plaintiff's good name and reputation in aviation at PHL, particularly with contractors serving carriers and aircraft at PHL, has been tarnished, denigrated and slandered that plaintiff has received no job offers in aviation at PHL despite applications for open positions.

87. Frontier and Kreiss, acting as aforesaid, engaged in such improper and unlawful conduct and slander intentionally and with malice and/or reckless indifference, knowing to a high degree of probability that harm would result to plaintiff.

88. As a result of the false statements and slander of Christine Kreiss and Frontier, plaintiff has suffered damages and harm.

WHEREFORE, plaintiff, Tracy J. Cederfeldt demands judgment in her favor and against defendants, Frontier Airlines, Inc. and Christine Kreiss, individually, jointly and/or severally in an amount in excess of \$ 50,000, for monetary damages, compensatory damages, incidental and consequential damages, damages for humiliation and emotional distress, loss-of-standing and reputation with one or more airline carriers and contractors at PHL and the aviation community-

at-large, prejudgment interest, liquidated damages, exemplary and/or punitive damages, and such other relief as the court deems just.

COUNT II

Plaintiff

v.

Frontier Airlines, Inc. and Christine Kreiss

[Tortious interference with contractual relations]

89. Plaintiff incorporates herein by reference paragraphs 1 through 88, inclusive, as though the same were more fully set forth at length.

90. At all times relevant and material, plaintiff's employment to start with Menzies on January 7, 2020 was on an at-will basis, which constitutes a contractual employment relationship in this Commonwealth.

91. Frontier, through Christine Kreiss and/or others unknown to plaintiff prior to discovery, told Menzies that plaintiff's authorization to board and work around Frontier aircraft had been "removed" and revoked.

92. Kreiss, acting as aforesaid through Frontier and through her own vindictive campaign, told Menzies that plaintiff's authorization to board and work around Frontier aircraft had been "removed" and revoked.

93. That allegation - made the day before plaintiff was to start her new job at Menzies - was *false* when made and/or made with reckless disregard for the truth.

94. Kreiss and Frontier both knew her statement was false when made, and was made recklessly and intentionally denigrate plaintiff, to cause preemptive interruption and rescission of plaintiff's employment at Menzies to start January 7, 2020.

95. On January 7, 2020, plaintiff learned from Frontier safety that Kreiss told Grant Gham (Frontier) plaintiff was "up at the gate talking about Frontier in a negative way and she had

to pull plaintiff off the Frontier contract with WFS” - another *false* statement.

96. Kreiss knew her statements to Gham were expressly false when made, and were made recklessly and intentionally to cause and/or reinforce Menzies’ rescission of plaintiff’s new employment to start January 7, 2020.

97. Kreiss’ statements to Gham were made intentionally and recklessly to slander plaintiff to Frontier, knowing they were false when made to cover her earlier false statements to Menzies about plaintiff’s authorization to board and work around Frontier aircraft.

98. Justin Halbsgut (Menzies aviation manager) said Kreiss told him she was “just the messenger” and the decision to remove plaintiff’s authorization on Frontier aircraft “came from Frontier”.

99. Both Christine Kreiss and Frontier made false statements and were complicit in their combination and intentions to slander and denigrate plaintiff to Menzies.

100. Christine Kriess and Frontier both knew a core component for plaintiff to work at Menzies required plaintiff to have authorization to board and work around Frontier aircraft.

101. Christine Kreiss and Frontier both knew or expected to a high degree of probability Menzies would “adhere to any requests from Christine Kreiss to prohibit [plaintiff] from being in the Frontier operation” - the sole reason Menzies rescinded her new employment.

102. Christine Kreiss and Frontier further knew or expected to a high degree of probability Menzies, if plaintiff had no Frontier authorization, would rescind or terminate plaintiff’s new employment “because Frontier is Menzies’ customer.”

103. Christine Kreiss, acting as aforesaid, acted with actual and apparent authority of Frontier towards Menzies as regards the Menzies contract for the Frontier PHL operation.

104. Frontier directed, adopted and/or acceded to Kreiss’ false statements about

plaintiff to Menzies.

105. Christine Kreiss and Frontier Airlines had no privilege, excuse or justification to make false statements about plaintiff or slander plaintiff to anyone at Menzies under any circumstances.

106. Christine Kreiss, as Frontier's regional manager at PHL, intended and expected that Menzies would rely on her false statements about plaintiff, and Menzies did rely.

107. By so directing and/or acceding and adopting Kreiss' false statements about plaintiff, Frontier intended and expected Menzies would rely on the false statements.

108. Menzies relied and took specific action to rescind plaintiff's new employment, as Kreiss told Menzies she was "just the messenger" and the decisions about plaintiff's aircraft authorization came from Frontier.

109. As a direct and proximate result of the false statements by Christine Kreiss, and Frontier acting by and through Christine Kreiss as aforesaid, Menzies rescinded and terminated plaintiff's new employment with Menzies.

110. As a direct and proximate result of the false statements by Christine Kreiss and Frontier, acting as aforesaid, Kreiss and Frontier interfered with and induced the breach of plaintiff's new employment with Menzies.

111. As a direct and proximate result of Frontier's improper and unlawful conduct, plaintiff lost her \$45,000/year job at Menzies, the emoluments of the position and career advancement, and any chance of a career in aviation at PHL.

112. Frontier and Kreiss, acting as aforesaid, engaged in such improper and unlawful conduct and interference with plaintiff's new employment at Menzies intentionally and with malice and/or reckless indifference, knowing to a high degree of probability that harm would

result to plaintiff.

WHEREFORE, plaintiff, Tracy J. Cederfeldt demands judgment in her favor and against defendants, Frontier Airlines, Inc. and Christine Kreiss, individually, jointly and/or severally in an amount in excess of \$ 50,000, for monetary damages, compensatory damages, incidental and consequential damages, damages for humiliation and emotional distress, loss-of-standing and reputation with one or more airline carriers and contractors at PHL and the aviation community-at-large, prejudgment interest, liquidated damages, exemplary and/or punitive damages, and such other relief as the court deems just.

/s/ J. Stephen Woodside
J. Stephen Woodside
Attorney for plaintiff, Tracy J. Cederfeldt

J. STEPHEN WOODSIDE, P.C.
One Belmont Avenue
GSB Building - Suite 324
Bala Cynwyd, PA 19004
610-278-2442
610-278-2644 (fax)
jstephenwoodside@verizon.net

Dated: May 3, 2020

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

SS:

VERIFICATION

The undersigned verifies that the statements contained in the foregoing complaint are true and correct to the best of her knowledge, information and belief. The undersigned is aware that these statements are made subject to the penalties of 18 Pa.C.S. §4909 relating to unsworn falsification to authorities.


Tracy J. Cederfeldt

Dated: May 3, 2020

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

/s/ J. Stephen Woodside

J. Stephen Woodside
Attorney for plaintiff

Dated: May 3, 2020

EXHIBIT B

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TRACY J. CEDERFELDT,	:	
	:	
Plaintiff,	:	CIVIL ACTION - LAW
	:	
v.	:	NO. 200500175
	:	
FRONTIER AIRLINES, INC.	:	
	:	
and	:	
	:	
CHRISTINE KREISS, an individual,	:	
	:	
Defendants.	:	

ACCEPTANCE OF SERVICE OF COMPLAINT

The undersigned, Paul C. Lantis, accepts service of the complaint in this matter on behalf of defendant, Christine Kreiss, and certifies he/she is authorized to do so.



Paul C. Lantis, Littler Mendelson, P.C.

1601 Cherry Street, Suite 1400 Philadelphia, PA 19102

DATED: February 11, 2021

EXHIBIT C

J. Stephen Woodsdale, Esquire
1 Belmont Avenue, Suite 324
Bala Cynwyd 19004 PA
(810) 278-2442

Filed and Attested by the
Office of Judicial Records
06 JAN 2021 10:53 am
M. RUSSO

Commonwealth of Pennsylvania
In the Court of Common Pleas
Philadelphia County

Tracy J. Cederfeldt

v.

Frontier Airlines, Inc., et al.

Case No.: 20-05-0175

AFFIDAVIT OF SERVICE

STATE OF CO
COUNTY OF JEFFERSON ss

I, Melissa Brookstone, being duly sworn according to law upon my oath, depose and say, that I am not a party to this action, am over 18 years of age, and have no direct personal interest in this litigation.

On 12/28/2020 at 1:20 AM (PM) I served Christine Kreiss, c/o Corporation Service Company with the following list of documents:
Complaint

Said service was executed at: 1900 W. LITTLETON BLVD LITTLETON CO 80120
Address City State Zip

In the following manner

- ☐ Personally served.
- ☐ Adult family member with whom said Respondent resides.
Name: _____ Relationship: _____
- ☐ Adult in charge of Respondent's residence who refused to give name and/or relationship.
- ☐ Manager/Clerk of place of lodging in which Respondent resides.
- ☐ Agent or person in charge of Respondent's office or usual place of business.
Name: _____ Title: _____ for the agent or person in charge of business
- ☒ Other: CORPORATION SERVICE COMPANY, CALL STENDER, CLERK

Description of person process was left with:

Sex: M Skin: C Hair: SANDY Age: 33 Height: 6'3" Weight: 180

Non-Service: After due search, careful inquiry and diligent attempts at the address listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s)

- ☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Vacant ☐ No Answer - Several Attempts
☐ Address Does Not Exist ☐ Other _____

Service Attempts: (1) _____ (2) _____ (3) _____ (4) _____
Date Time Date Time Date Time Date Time

Signed and sworn before me on
this 4th day of January, 20 21

Shannon Kilman
Notary Public

SHANNON KILMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134049838
MY COMMISSION EXPIRES AUGUST 6, 2021

Melissa Brookstone
(Signature)

Dennis Richman Services for the Professional, Inc
1500 John F. Kennedy Blvd, Suite #1315,
Philadelphia, PA
2159779393

8AAFFR/184874

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TRACY J. CEDERFELDT,

Plaintiff,

v.

FRONTIER AIRLINES, INC.

and CHRISTINE KREISS, an individual

Defendants.

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:
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:
:
:

Case No. _____

Judge _____

Removed from Court of Common Pleas,
Philadelphia County
200500175

**NOTICE TO ADVERSE PARTIES OF REMOVAL AND CERTIFICATE OF NOTICE
TO PROTHONOTARY OF COURT OF COMMON PLEAS**

Pursuant to 28 U.S.C. § 1446(d), Defendant Christine Kreiss hereby gives written notice to Plaintiff that a notice of removal based upon diversity jurisdiction under 28 U.S.C. § 1332(a), was filed in the above-captioned matter on February 16, 2021. Ms. Kreiss, through counsel, also certifies that a notice of said filing and a copy of the notice of removal were filed with the Court of Common Pleas of Philadelphia County on February 16, 2021.

Respectfully submitted,

/s/ Paul C. Lantis

Paul C. Lantis

Adama K. Wiltshire

Little Mendelson, P.C.

Three Parkway

1601 Cherry Street, Suite 1400

Philadelphia, PA 19102.1321

267.402.3000 – telephone

267.402.3131 – facsimile

awiltshire@littler.com

plantis@littler.com

Attorneys for Defendants

FRONTIER AIRLINES, INC., and

CHRISTINE KREISS

Dated: February 16, 2021

EXHIBIT A

Paul C. Lantis, Esquire
Adama K. Wiltshire, Esquire
LITTLER MENDELSON, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102.1321
267.402.3000
267.402.3131(fax)
plantis@littler.com
awiltshire@littler.com

Tracy J. Cederfeldt,	:	
Plaintiff,	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
v.	:	_____
Frontier Airlines, Inc.	:	Term: May 2020
and Christine Kreiss, an individual	:	
	:	Docket No.: 000175
Defendant.	:	

NOTICE OF FILING OF NOTICE OF REMOVAL

TO: J. Stephen Woodside, P.C.
One Belmont Avenue
GSB Building-Suite 324
Bala Cynwyd, Pa 19004
Attorneys for Plaintiff

PLEASE TAKE NOTICE that a Notice of Removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania was duly filed on February 16, 2021 in the United States District Court for the Eastern District of Pennsylvania. A true and correct copy of the Notice of Removal is attached hereto as Exhibit A.

In accordance with 28 U.S.C. § 1446, this Notice, together with the Notice of Removal filed in the United States District Court for the Eastern District of Pennsylvania, has effected a removal of this action from the Pennsylvania Court of Common Pleas for Philadelphia County to

the United States District Court for the Eastern District of Pennsylvania. This Court should proceed no further unless this case is remanded.

Respectfully submitted,

/s/Paul C. Lantis

Paul C. Lantis

Adama K. Wiltshire

LITTLER MENDELSON, P.C.

Three Parkway

1601 Cherry Street, Suite 1400

Philadelphia, PA 19102.1321

267.402.3000 (t)

267.402.3131 (f)

plantis@littler.com

awiltshire@littler.com

Attorneys for Defendants

Date: February 16, 2021

FRONTIER AIRLINES, INC., and
CHRISTINE KREISS

CERTIFICATE OF SERVICE

I, Paul C. Lantis, hereby certify that on this 16th day of February, 2021, I caused a true and correct copy of the foregoing Notice of Filing of Notice of Removal to be served via overnight mail upon the following:

J. Stephen Woodside, P.C.
One Belmont Avenue
GSB Building-Suite 324
Bala Cynwyd, Pa 19004
Attorneys for Plaintiff

Attorney for Plaintiff

/s/ Paul C. Lantis

Paul C. Lantis

Dated: February 16, 2021

CERTIFICATE OF SERVICE

I, Paul C. Lantis, hereby certify that I caused a true and correct copy of the foregoing notice of removal, corporate disclosure statement, and ancillary documents, to be served via e-mail and overnight mail, upon:

J. Stephen Woodside, P.C.
One Belmont Avenue
GSB Building-Suite 324
Bala Cynwyd, Pa 19004
Attorneys for Plaintiff

Dated: February 16, 2021

/s/ Paul C. Lantis

Paul C. Lantis